19.50
16,029.30

3826 1891 Polk Co.
POLK OFF. REC. PAGE

~~After recording, return to:~~
Dillard Department Stores, Inc.
1600 Cantrell Road
Little Rock, Arkansas 72201
Attn: James W. Cherry, Jr.

1997 APR 17 AM 11:40

DEPT 115 17.00
DEPT 291 2.50
DEPT 251 16029.30
234 #
CHECKS 16048.80
04/17/97 2649A

SPECIAL WARRANTY DEED

051501

This Special Warranty Deed made effective April 14, 1997 and executed on the 10th day of April, 1997 by Mervyn's, a California corporation, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Dillard Department Stores, Inc., a Delaware corporation, herein referred to as "Grantee", whose tax mailing address is: 1600 Cantrell Road, Little Rock, Arkansas 72201, the real property described on attached Exhibit "A".

This conveyance, however, is made and accepted subject to the validly existing encumbrances, conditions and restrictions, relating to the hereinabove described property as now reflected by Exhibit B attached hereto.

16,029.30

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers, thereunto duly organized the day and year first above written.

WITNESSES:

[signature]
William P. Hise

[signature]
Robert L. Nys

MERVYN'S

[signature]
Michael J. Wahlig
Vice President
777 Nicollet Mall
Minneapolis, Minnesota 55402

Return to:
CHICAGO TITLE INSURANCE COMPANY
390 N. ORANGE AVE., SUITE 150
ORLANDO, FLORIDA 32801

Documentary Tax Pd. $ 16,029.30
Intangible Tax Pd. $______
E.D. "Bud" Dixon, Clerk, Polk Co.
By: ______ Deputy Clerk

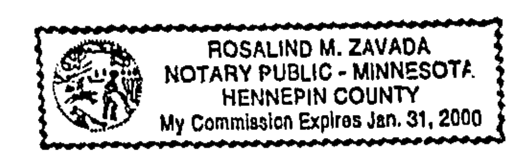
210

STATE OF MINNESOTA)
) ss.:
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10th day of April, 1997 by Michael J. Wahlig, as Vice President of Mervyn's, on behalf of the corporation. He is personally known to me.

Notary Public, State of Minnesota

My Commission Expires:



Drafted by:
William P. Hise
Dayton Hudson Corporation
777 Nicollet Mall
Minneapolis, MN 55402

M-210
Lakeland Square Mall
Lakeland, FL

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EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LAKELAND SQUARE
MERVYN'S PARCEL

Being a part of Section 35, Township 27 South, Range 23 East, Polk County, Florida and being more particularly described as follows:

Beginning at the Southeast Corner of said Section 35; thence North 0°16'21" East, a distance of 848.93 feet to a point; thence South 89°56'30" West, a distance of 1364.859 feet to a point; thence due North a distance of 1068.734 feet to a point on the mall concourse centerline, said point also being the principal point and place of beginning of the following description:

Thence due East a distance of 160.00 feet to a point; thence due South a distance of 36.96 feet to a point; thence South 45°00'00" East a distance of 451.73 feet to a point; thence South 45°00'00" West a distance of 130.98 feet to a point; thence due West a distance of 614.80 feet to a point; thence due North a distance of 99.00 feet to a point; thence due West a distance of 31.51 feet to a point; thence due North a distance of 289.90 feet to a point; thence North 45°00'00" East a distance of 85.00 feet to a point; thence due East a distance of 199.40 feet to the Point of Beginning, and containing 5.962 acres more or less. (All acreage noted for reference purposes only).

PARCEL II:

Reciprocal Easements for ingress, egress, parking, drainage and utilities as contained in that certain Lakeland Square Easement and Operating Agreement by and among Sears, Roebuck and Co. and M-B I Acquisition Corporation and Belk-Lindsey Stores, Inc., and Mervyn's and H-D Lakeland, dated May 1, 1988, and recorded May 13, 1988, in Official Records Book 2631, page 523, of the public records of Polk County, Florida

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EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 1997 and subsequent years.

2. Development Agreement between Lakeland Square Associates, and D. L. Grove, Inc./Edward J. DeBartolo Corporation and State of Florida, Department of Community Affairs, contained in instrument recorded August 22, 1986, in Official Records Book 2450, page 456, and that Resolution No. 3207 as contained in Official Records Book 2610, page 1085, and restated and amended Development Orders recorded May 5, 1993, in Official Records Book 3231, page 2146, with Notice of Modification to Adopted Development Order recorded July 27, 1994, in Official Records Book 3419, page 244, all of the public records of Polk County, Florida.

3. Restrictions, covenants, conditions and easements, as contained in Special Warranty Deed between H-D Lakeland Mall Joint Venture, a Florida general partnership and Mervyn's, dated March 7, 1988, and recorded May 13, 1988, in Official Records Book 2631, page 515, of the public records of Polk County, Florida.